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In The

Supreme Court of the United States

OCTOBER TERM, 1970

No. 1033

BRASWELL MOTOR FREIGHT LINES, INC.,
Petitioner,

v.

TEAMSTERS LOCAL UNIONS 745, 47, 886, 523, 270, 5, 568, 667 and 891,
Respondents.

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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INDEX

	Page
Opinions Below	1
Jurisdiction	2
Questions Presented	2
Statute Involved	3
Statement	3
Argument	6
Conclusion	11
Appendix	
1. Request for Interpretation of National Master Freight Agreement	13
2. Employer's Challenge to Grievance Committee Jurisdiction	17
3. Decision of Grievance Committee	20
4. Statutes	21

CASES CITED

	Page
Carey v. Westinghouse, 375 U.S. 261	10
Drivers Union v. Rian & Co., 372 U.S. 517	9
Humphrey v. Moore, 375 U.S. 335	9
Local etc. No. 208 v. Braswell Motor Freight Lines, 422 F. 2d 109	9
United Steelworkers v. Enterprise Wheel & Car Corporation, 363 U.S. 593 at 598	7
White Motor Company v. United States, 372 U.S. 253	8

OTHER AUTHORITIES

Federal Rules of Civil Procedure, Rule 56	8
Labor Management Relations Act,	
29 U.S.C. §§158(a)(5) and 160	9
29 U.S.C. §159	10
29 U.S.C. §173(d)	10
29 U.S.C. §185	10

In The

Supreme Court of the United States

OCTOBER TERM, 1970

No. 1089

BRASWELL MOTOR FREIGHT LINES, INC.,
Petitioner,

v.

TEAMSTERS LOCAL UNIONS 745, 47, 886, 522, 270, 5, 568, 667 and 891,
Respondents.

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

OPINIONS BELOW

The Petition, and the Appendix to the Petition present the proceedings below in such garbled form, and so out of sequence, that we restate the proceedings in sequence, viz:

11/5/64 (Grievance Committee)	The Decision of the National Grievance Committee appears at Record 48-49; and is reproduced at Appendix to this brief, p. 20, *infra*.
7/7/66 (District Court's Original Decision)	The District Court's Judgment denying plaintiffs' Motion for Summary Judgment and Granting defendant's Motion for Summary Judgment appears at Record 478-479; and is reproduced at Appendix to the Petition, p. 55a-56a.
3/25/68 (Cir. Court's Original Decision)	The Fifth Circuit's Opinion reversing the judgment of the District Court, and remanding for entry of judgment for the plaintiff unions appears at 392 F. 2d 1; and appears in the Appendix to the Petition at pp. 56a-69a.

6/28/68 (Cir. Court Rehearing)	The Fifth Circuit's Opinion on rehearing, modifying its Opinion of 3/25/68, is reported at 395 F. 2d 655, and appears in the Appendix to the Petition at pp. 70a-71a.
11/8/69 (Dist. Court After Remand	District Court's Findings and Conclusions, unreported; appear in the Appendixx to the Petition at pp. 16a-42a.
11/8/69 (Dist. Court After Remand	District Court's unreported Order granting Plaintiffs' Motion for Judgment as to liability; appears in Appendix to the Petition at pp. 7a-15a.
6/30/70 (Cir. Court Final Opin.)	The Fifth Circuit's Opinion affirming the granting of judgment for the unions as to liability of Braswell under the agreement and applicable supplements pursuant to the National Grievance Committee's award, reported at 428 F. 2d 1371; printed in Appendix to Petition at pp. 1a-6a.
9/30/70	The Fifth Circuit's Order denying rehearing; unreported; printed in Appendix to Petition at p. 72a.

JURISDICTION

Jurisdiction is admitted under 28 U.S.C. §1254(1).

QUESTIONS PRESENTED

1.

Does enforcement of an award of the National Grievance Committee, provided for in a collective bargaining agreement to which petitioner employer and respondent unions were parties, deny due process?

2.

Where no material issues of fact are presented

in a suit for enforcement of an award by a grievance committee as provided in a collective bargaining agreement is summary judgment proper?

3.

Do the facts that (1) the grievance committee was made up of equal number of employers and employees, or (2) that upon deadlock unions are free to strike render the committee's unanimous award unenforceable?

4.

Does the fact that employer two years earlier had committed unfair labor practices which later resulted in NLRB Order and enforcing Court decree that employer bargain with unions, render unenforceable a grievance award based upon a subsequent collective bargaining agreement with the same unions?

STATUTE INVOLVED

The pertinent provisions of the Labor Management Relations Act, 29 U.S.C. §§185(a) and 173(d) are reproduced at Appendix hereto, p. 21, *infra*.

STATEMENT

Respondent Unions and Petitioner employer, (herein Braswell) were parties to the National Master Freight Agreement, which by its terms "shall apply to all present and subsequently acquired operations and terminals of the employer."

Braswell, by merger, acquired additional routes, but refused to apply the collective bargaining agreement to the subsequently acquired operations. Unions thereupon filed with the National Grievance Committee a lengthly "Request for Interpretation of National Master Freight Agreement" reproduced at Appendix, pp. 13-16, *infra*. This detailed facts as to Braswell's "subsequently acquired" operations, the union's representation of the "subsequently acquired" employees, as found

by NLRB, and Braswell's refusal to apply the contract to them.

The unions' "Request" pointed to the pertinent contract language which, unions asserted, required Braswell to apply the contract.

Braswell made a written "special limited appearance" before the National Grievance Committee, "challenging the jurisdiction of the committee to act," on the claim of exclusive NLRB jurisdiction[1]; but not challenging any of the facts asserted by the unions. Braswell did not appear or participate in the presentation of the merits of the controversy.

The National Grievance Committee (made up of equal numbers of union and management representatives, as specified in the agreement) considered the unions' request, and the employer's jurisdictional challenge at a three hour meeting, only part of which was stenographically reported.[2] There was "a general discussion thoroughly reviewing some of the happenings of the national negotiations";[3] and on the basis of the unchallenged documents the grievance committee unanimously held "that the intent, purpose and meaning of Articles I, II and III of the National Master Freight Agreement as applied in this case require Braswell Motor Freight Lines apply the National Master Freight, Road and Local Cartage Agreements and supplements thereto to the operation formerly known as Braswell Freight Lines Corporation and now merged into Braswell Motor Freight Lines Co." R. 48-49, App. p. 20, *infra*.

The unions filed this action, authorized by 29 U.S.C. §185(a), to enforce the award. R. 8-14. The

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[1] The challenge to jurisdiction of the Grievance Committee was based on the spurious proposition that since Braswell had earlier committed unfair labor practices, which NLRB had heard, there was "exclusive jurisdiction" in NLRB. R.24ff., Appendix, *infra*, pp. 17-19.

[2] See Exhibit A attached to petition, pp. i-ix. Note that the meeting began at 10:00 a.m. and was concluded at 1:10 p.m.

[3] App. to Pet'n., p. viii.

District Court originally granted Braswell's Motion for Summary Judgment on the ground that Braswell's bargaining agent had exceeded its authority in agreeing to the National contract on Braswell's behalf, so that there was no contractual relationship between Braswell and the union.*

The Fifth Circuit reversed, holding that the terms of the authorization, supported by the past history, the extensive correspondence with Braswell, and the circumstances surrounding the bargaining for the National agreement, all supported the grievance committee's interpretation that Braswell had authorized and was bound by the National Agreement, 392 F. 2d 1; App. to Petition, pp. 56a-68a.

On rehearing, the Fifth Circuit remanded for "further proceedings as to the scope and quantum of relief to which the unions may be entitled, and defenses, if any, that Braswell may have . . . ," 395 F. 2d 655; App. to Petition, pp. 70aff. at 71a.

On remand further answer, depositions, answers to interrogatories, exhibits, affidavits, memoranda and arguments were presented; and again, each side presented motions for summary judgment. No factual issue was presented.

Accordingly, the district court made extensive findings of fact — based on undisputed evidence. R. Vol. IV, pp. 659-692, App. Petition, pp. 16a-42a; and on the basis of those findings granted plaintiffs' (and denied defendant's) motion for summary judgment as to liability; and referred the damage computation to a special master pursuant to Rule 53.

Braswell again appealed to the Fifth Circuit. None of the extensive fact-findings in the District

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* This conclusion was supportable, in the original view of the trial court, on the authority of a line of commercial and real estate court cases construing powers of attorney. See R. 465-479; Appendix to Petition, pp. 43-66, at 51ff.

Court was challenged.[5] The legal conclusions which Braswell did challenge were based upon undisputed facts.

The Fifth Circuit held that summary judgment was proper, and that, as a matter of law, on the undisputed facts the union had neither waived, nor was estopped from asserting its contract rights. Accordingly, the District Court's determination of Braswell's liability was affirmed, 428 F. 2d 1371, App. to Petition, pp. 1a-6a.[6]

ARGUMENT

I.

The petition is bottomed on the assertion that the National Grievance Committee "ruled without evidence or consideration of the facts." Petition, pp. 7-8.

Actually, detailed and undisputed facts were before the Grievance Committee (See the written "Request for Interpretation . . . etc., *infra*, pp. 13-16.[7] Braswell chose not to challenge any of these facts before the committee.

Thereafter, in a series of appearances before the district court none of the material facts was chal-

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[5] Braswell's brief did contain headings such as: "Summary Judgment Should Not Have Issued." Appellant's brief to Court of [redacted] Appeals, p. 26ff; and "A Material Fact Question Was Raised As To Whether the Teamsters, By Their Actions In Bargaining, Waived Their Rights or Were Estopped to Insist Upon the Application of the Supplements," Brief, p. 31ff; Cf. Brief, pp. 40ff.

The contentions there made do not challenge any specific fact finding. Redundant assertions of alleged fact questions actually relate to purely questions of law, or as to matters as to which the evidence was fully developed and was all one way. We summarize these in Appendix 2 to this opposition, *infra*, p. .

[6] The District Court's order requiring prospective specific performance of the collective bargaining agreement was vacated on the ground that Braswell had effectively terminated the contract as of the "61st day following April 25, 1969." The Circuit Court's opinion, filed June 30, 1970, thus came long after the termination of the contract, and no prospective enforcement could be had. The unions have not challenged this modification of the trial court's judgment.

[7] Note that the portion of the committee's meetings which was reported contains redundant specific reference to these factual recitals (Pet'n. pp. iii; vi; viii). This discloses that the committee acted upon the basis of "the documents before you" and ". . . a general discussion, thoroughly reviewing some of the happenings of the National negotiations . . ." Ibid., p. viii.

lenged." To the contrary, there appears in a lengthy record,* depositions, affidavits, exhibits and admissions of counsel in memoranda and oral argument, strong support for the Trial Court's lengthy fact findings, none of which is challenged. We invite the Court's attention to those findings (Reproduced at Appendix to Petition, pp. 16a-44a), and particularly to the extensive annotation by which the trial court specifies the record support for each of the material findings.

So the material facts were undisputed before the Grievance Committee; and were shown by deposition, affidavit, exhibit or admissions to the District Court which was at pains to recite those facts and laboriously to annotate the record support. Over a thousand pages of record, and hundreds of pages of exhibits are reflected in carefully formulated findings which the trial court has keyed to the record. See Appendix to Petition, pp. 16a-44a.

In these circumstances claim of denial of due process is frivolous.

2.

Similarly lacking in merit is the claim that awards under collective agreements are enforceable only when containing "findings and a specific statement of the reasons for its conclusions." Petition, p. 12. Petitioner is "not aware of any reported decision directly in point." Petition, p. 12. We are, viz:

This Court has held in *United Steelworkers v. Enterprise Wheel & Car Corporation*, 363 U.S. 593 at 598:

> "Arbitrators have no obligation to the court to give their reasons for an award."

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* Braswell's assertion as to its "intent" in authorizing and signing the National Master Freight Agreement, was excluded by the Court on the ground that ". . . this is an argument on the merits of the arbitrable issue, properly to be made before the arbitral body and not there made . . ." Pet'n. App. p. 67a.

* Four printed volumes, consisting of one thousand three hundred and ninety six pages, plus hundreds of pages of exhibits in original form.

Petitioner makes no showing as to why this controlling precedent should be abandoned. To the contrary, imposition of the requirements suggested by petitioner would skyrocket costs, contribute to delay, and invite litigation in this sensitive area where national policy seeks inexpensive, prompt and final determinations in accordance with the agreement of the parties.

3.

Petitioner's desire to ban the summary judgment procedure in cases involving collective bargaining agreements (Petition, p. 12, ¶2) is likewise without precedent,[10] contrary to the Rules of Civil Procedure, and at war with National policy.

Prompt resolution of labor controversy is in the public interest. Where, as here, there is no issue of material fact, a district court should have power so to declare and to render judgment. Cf. Rule 56, F.R.C.P. Employer also sought summary judgment. The suggestion here that the summary judgment procedure is inappropriate must be made with tongue in cheek.

4.

Petitioner's insistence that this court "consider whether a decision of a grievance committee . . . may be enforced by the courts where the committee is composed of an equal number of labor and industry representatives and the contract permits the unions to strike if the committee is deadlocked and also permits the unions to strike to enforce the award," Petition, pp. 12-13, ¶3, is not appropriate on this record. For here there was no deadlock. The decision was unanimous for the unions.

Moreover, this Court has twice upheld enforcement of awards by grievance bodies similarly established and composed under previous Teamster

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[10] Petitioner's citation of *White Motor Company v. United States*, 372 U.S. 253, is wholly inapposite. That case reversed a lower court holding that admitted facts constituted *per se* violation of the anti-trust laws. It was remanded for factual determinations not made, nor necessary to be made on the *per se* theory.

contracts. See *Drivers Union v. Rice & Co.*, 372 U.S. 517, and *Humphrey v. Moore*, 375 U.S. 335.

Indeed, the same petitioner-employer, in controversy with other unions, made the same contention which was rejected by the Ninth Circuit in *Local etc. No. 598 v. Braswell Motor Freight Lines*, 422 F. 2d 108. Certiorari denied, U.S. , 27 L. Ed. 2d 58 (October 12, 1970).

5.

Petitioner's effort to find conflict between NLRB order to bargain, and application of the National Master Freight Agreement will not do.

Again, undisputed facts show why. Braswell refused to bargain with these same unions over these same employees in 1962. The slow processes of NLRB, not hurried by Braswell, wound on until 1965 before a final NLRB order was issued, 154 NLRB 101 (July, 1965). Braswell sought review of the order in the Court of Appeals, and it was not until October, 1966, that enforcement was granted. 370 F. 2d 226 (C.A.D.C., 1966). The order, 154 NLRB at 108-110, required Braswell to cease and desist refusing to bargain with these same unions over the same employees involved in the instant suit, and upon request, to bargain with these same unions.

Meanwhile, in 1964, while the NLRB case was being processed—two years after the failure to bargain—but two years before entry of a decree requiring bargaining, the National Master Freight Agreement was negotiated. It became effective as to Braswell in July 1964. Braswell refused to apply it. The "Request for Interpretation," the Decision, and this suit followed.

On these facts there is no conflict. The statutory scheme is that NLRB may require bargaining, which ordinarily culminates in a collective bargaining agreement (29 U.S.C. §§158(a)(5) and 160); and the bargain thus made may be enforced in the United States district courts (29 U.S.C.

§185), in accordance with the National policy expressed in 29 U.S.C. §173(d), viz:

"Final adjustment by a method agreed upon by the parties is declared to be the desirable method for settlement of grievance disputes arising over the application or interpretation of an existing collective bargaining agreement."

Enforcement of the award here is consistent with that statutory scheme. Actually, enforcement in the instant case implements the NLRB order—and gives meaning to the result of the very bargaining, which the statute seeks to promote.

Carey v. Westinghouse, 375 U.S. 261 (Petition, p. 13) has no application here. Of course "should the Board disagree with the arbiter . . . the Board's ruling would . . . take precedence." Here there is no such disagreement. To the contrary, NLRB says "bargain," and the courts below implement the bargain thus contemplated.

Petitioner's assertion that "the courts below have assigned superiority to grievance proceedings over the final determination of the Labor Board" is not true. To the contrary, the courts below have drawn on—and held themselves bound by the NLRB decisions."

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[11] See trial court findings at App. to Pet'n. pp. 24a and 41a, ¶2, where the District Court held; at p. 41a:

"The decisions of the National Labor Relations Board in Braswell Motor Freight Lines, Inc., Braswell Freight Lines, Inc., and J. V. Braswell, an individual, Case No. 16-CA-1648 (April 9, 1963), 141 NLRB 1155, and Supplemental Decision and Order, July 30, 1964, 154 NLRB No. 20, establish plaintiffs' majority status as exclusive collective bargaining representative, and are *res judicata* to the issues of majority status. The determinations of questions of representation and majority status under Section 9 of the Labor Management Relations Act of 1947 (29 U.S.C.A. 159) are within the jurisdiction of the National Labor Relations Board and the Board's findings as to such issues are deemed binding on this Court.

"Accordingly, the plaintiffs' majority status as exclusive collective bargaining representative is established, and defendant's contentions based on assertions that plaintiffs lack such status must be denied."

CONCLUSION

The award in issue in this case was unanimously approved by the body whose decision, according to the collective bargaining agreement was to be "final." The Circuit Court was right when it held: "The agreement of the parties that the award was final must be given effect." 392 F. 2d 1 at 8. Appendix to Petition, at p. 67a.

Particularly is this so here, where the contract language so clearly requires application of the contract to subsequently acquired operations where union majority is shown. And the undisputed facts show subsequently acquired operations and majority. See Appendix pp. 13-16, *infra*.

Accordingly, certiorari should be denied.

Respectfully submitted,

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December 28, 1970

APPENDIX A

Southern Conference of Teamsters—Braswell Motor Freight Lines.

Request for Interpretation of National Master Freight Agreement.

The Southern Conference of Teamsters and affiliated locals 745 (Dallas, Texas), 47 (Fort Worth, Texas), 886 (Oklahoma City, Oklahoma), 523 (Tulsa, Oklahoma), 270 (New Orleans, Louisiana), 5 (Baton Rouge, Louisiana), 568 (Shreveport, Louisiana), 667 (Memphis, Tennessee), and 891 (Jackson, Mississippi) protest the failure of Braswell Motor Freight Lines, Inc. (hereinafter BMFL) to apply the provisions of the National Master Freight Agreement and Supplements thereto to the operations and terminals of Braswell Freight Lines (hereinafter BFL) which it acquired by the May 5, 1964, Order of the ICC (MC-F-8655, captioned Braswell Motor Freight Lines, Inc.—Merger—Braswell Freight Lines, Inc.)

Facts.

On January 20, 1964 (four days after the signing of the National Master Freight Agreement) BMFL applied to ICC for authorization that the operating rights and properties of BFL be merged into BMFL for ownership, management and operation. By order dated May 5, 1964, this authorization was granted. See May 5, 1964 Order of ICC in Case MC-F-8655, made a part hereof. And on July 1, 1964, BMFL commenced operations of the BFL facilities, and at all times since that date BFL has been merged into BMFL, Inc., for ownership, management and operation.

Unions affiliated with Southern Conference of Teamsters (specified in ¶1 above) were on and prior to July 1, 1964, the exclusive bargaining representative of the BFL employees. The NLRB so found in

Case 16-CA-1648.[1] BFL employees were then, and continued to be, on strike protesting BFL failure to bargain. No decertification proceedings have been instituted. Unions thus continue to be the exclusive bargaining agent for such employees.

BMFL (a party to the National Master Freight Agreement by virtue of power of attorney dated November 30, 1963, copy attached hereto) has failed to apply the terms of the National Master Freight Agreement to the BFL operations which it acquired.

The Pertinent Contract Language.

By Article 3(a) "The employer (BMFL) recognizes and acknowledges that the National Union Committee and Local Unions affiliated with the International Brotherhood of Teamsters are the exclusive representatives of all employees in the classifications of work covered by this Master Agreement, and Supplements thereto for the purposes of collective bargaining as provided by the NLRB . . . this provision shall apply to all present and subsequently acquired operations and terminals of the employer . . ."[2]

Article 2, §1, makes specific the contract cover-

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[1] The Board there determined (141 NLRB 1155 at (1159):

"2. The Union's majority status

Respondents would not stipulate majority status but put the Union to its proof. I find on the basis of the uncontradicted testimony of the various union officials from the Locals involved, who testified with their books and records before them, that the Union represents a majority of employees in the units found appropriate and did so in April 1962, when the strike was called. The basic data is set forth in the following chart:" (There follows at p. 1160 a chart specifying the location and union status of each of the BFL employees showing Road—68 employed, 57 union; mechanics—6 employed, 5 union; office employees—14 employed, 11 union; city—130 employed, 129 union.)

[2] The exception from coverage is not here applicable; viz:

"This provision shall not apply to wholly owned and wholly independently operated subsidiaries which are not under contract with local IBT unions" cannot relieve BMFL of responsibility for the operations here in question are not "wholly independently operated." To the contrary, there has been an acquisition by BMFL of all BFL rights, properties, employees and operations, and a merger of BFL into BMFL. There is, and has been since July 1, 1964, interchange of freight, equipment, personnel and common use of equipment, terminals, property, personnel and ICC rights.

See definition of "wholly independently operated," last sentence in first paragraph of Article 3(a).

age of "all operations of the employer . . ." and "application to the work performed within the classifications defined and set forth in the agreements supplemental hereto." Additionally, Article 3(a), last ¶, is specific that: "The provisions of this agreement shall apply to all accretions to the bargaining unit . . ."

The only possible question as to the application of the contract to the BFL operations, acquired by BMFL, occurs in Article 2, §3, which specifies certain types of operations to which the agreement shall not be applicable.[3] Under the heading, "Non-covered units" it appears that (1) operations where employees are covered by a contract with a non-signatory union, or (2) or employees who have not designated a signatory union, are not to be covered by this Agreement.

Neither exception is here applicable. (1) The BFL employees are not covered by a contract with a non-signatory union; and (2) as demonstrated above, the BFL employees have designated Teamsters, NLRB has so found.

In sum, the Master contract applies to all BMFL operations (specifically, ". . . shall apply to all present and subsequently acquired operations and terminals of the employer."). Only two exceptions appear. The expression of two specific exceptions negatives the existence of any other exceptions. Neither expressed exception here applies. Accordingly, the National Master Freight Agreement and Supplements apply.

This matter is referred to the National Grievance

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[3] Article 2, §3 provides:

"This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement or to those employees who have not designated a signatory Union as their collective bargaining agent. At such time as a majority of such employees in an appropriate bargaining unit designate, as evidenced by a card check, a signatory Union as their collective bargaining agent, they shall automatically be covered by this Agreement and applicable Supplemental Agreements. In such cases the parties may by mutual agreement work out a wage and hour schedule, subject to Joint Area approval."

Committee by the undersigned Union Area Director pursuant to Article 8(b) of the National Master Freight Agreement.[4] It is requested that the National Grievance Committee consider the questions of interpretation arising under the aforesaid provisions contained in the Master Agreement and determine that BMFL is required to apply the National Master Freight Agreement and Supplements to all operations formerly performed by BFL and all work performed within the classifications defined and set forth in the agreements supplemental to the National Master Freight Agreement.

Expeditious determination of this matter is urged as an avenue of settlement of the current strike.

(Signed) MURRAY W. MILLER,
(Murray W. Miller),

Chairman and Area Director,
On behalf of the Southern
Conference of Teamsters and
affiliated Local Unions 745, 47,
886, 523, 270, 5, 568, 667 and
891.

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[4] Article 8(b) authorizes this direct reference to the National Grievance Committee. It provides:

"(b) The National Grievance Committee by majority vote may consider and review all questions of interpretation which may arise under the provisions contained in the Master Agreement which are submitted by either the Union Area Director or the designated Employer representative."

APPENDIX 2a

Nov. 4, 1964.

Special Appearance Before the National Grievance Committee.

Comes Now Braswell Motor Freight Lines, Inc., and makes this, its special and limited appearance before the National Grievance Committee meeting in called session to review a request for interpretation of the National Master Freight Agreement affecting Braswell Motor Freight Lines, Inc., said grievance filed by Murray W. Miller in behalf of the Southern Conference of Teamsters and affiliated Local Unions 745, 47, 886, 523, 270, 5, 568, 667 and 891.

Under the date of October 14, 1964, Braswell Motor Freight Lines, Inc. has been advised of a request for interpretation of National Master Freight Agreement filed by Murray W. Miller, Chairman and Area Director of the Southern Conference of Teamsters. Braswell Motor Freight Lines, Inc. makes this special and limited appearance in this proceeding for the sole and only purpose of challenging the jurisdiction of the Committee to act, in that all matters outline and contained in the Southern Conference request for interpretation of National Master Freight Agreement even the matter of employees representation are by statute within the exclusive jurisdiction of the National Labor Relations Board and are now pending before the Board in Case No. 16-CA-1648, and therefore such matters are not properly before this tribunal.

This special and restricted appearance is made on and in behalf of Braswell Motor Freight Lines, Inc. by its attorneys undersigned herein.

CHRISTOPHER AND BAILEY,
and
ALLEN P. SCHOOLFIELD, JR.,
SCHOOLFIELD & SMITH,
Attorneys for Braswell Motor Freight Lines, Inc.

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Dallas, Texas 75201

Dated at Dallas, Texas, this the 2nd day of November, 1964.

APPENDIX 2b

November 2, 1964

Mr. R. F. Beagle, General Counsel
Trucking Employers, Inc.

Dear Mr. Beagle:

I have enclosed an instrument of special appearance in behalf of Braswell Motor Freight Lines, Inc. in the matter of request for interpretation of National Master Freight Agreement filed by Murray W. Miller in behalf of the Southern Conference of Teamsters and various affiliated local unions. We have been advised that the session will meet on November 5 at the Statler-Hilton Hotel in Washington, D. C. Please present this instrument as the company's position and special appearance in this matter. Please note that the company, Braswell Motor Freight Lines, Inc., specially and specifically objects to any consideration on the merits of this agreement due to the sole and exclusive jurisdiction of the National Labor Relations Board over the subject matter of this request for interpretation.

SCHOOLFIELD & SMITH,

By (S.) ALLEN P. SCHOOLFIELD, JR.

APS

EXHIBIT 3

Decision of the National Grievance Committee

At its meeting of November 5, 1964, at the Statler Hilton Hotel, Washington, D. C., the National Grievance Committee considered and acted upon the request for interpretation of the National Master Freight Agreement filed by the Southern Conference of Teamsters and its affiliated Locals 745, 47, 886, 523, 270, 5, 568, 667 and 891 with respect to Braswell Motor Freight Lines, Inc.

After the "Special Appearance before the National Grievance Committee," submitted in behalf of Braswell Motor Freight Lines by its attorneys, was made a part of the record, the National Grievance Committee decided to proceed to the merits of the request for interpretation and adopted the following motion:

I move you, Mr. Chairman, that the intent, purpose and meaning of Articles I, II and III of the National Master Freight Agreement as applied in this case require Braswell Motor Freight Lines apply the National Master Freight, Road, and Local Cartage Agreements and supplements thereto to the operation formerly known as Braswell Freight Lines Corporation and now merged into Braswell Motor Freight Lines Corporation.

EXHIBIT 4

Pertinent Statutes

29 U.S.C. §185 (a) Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this chapter, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties.

29 U.S.C. §173 (d) Final adjustment by a method agreed upon by the parties is declared to be the desirable method for settlement of grievance disputes arising over the application or interpretation of an existing collective-bargaining agreement. . . .